

Legacy Enhancement Master Pooled TRUST

JOINDER AGREEMENT

This is a legal document. You are advised to seek independent, professional advice before signing this document.

ARTICLE 1

Terms and Conditions

Ryan C. Cole the undersigned Grantor ("Grantor"), enters into this Joinder Agreement with the Legacy Enhancement Master Pooled Trust ("Trust") whose mailing address is 2020 Beaver Ave, Suite 206, Monaca, PA 15061. This Trust is a first party trust governed by the provisions of 42 U.S.C. §1396p(d)(4)(C). The Legacy Enhancement Pooled Trust, Inc. is a not-for-profit corporation approved by the State of Texas and the Internal Revenue Service. The Trust is incorporated herein by reference. The parties enter into this Joinder Agreement in consideration of the mutual covenants and promises included in the Trust and the Joinder Agreement.

This Joinder Agreement is entered into for the purpose of establishing a sub-trust account for the sole benefit of Ryan C. Cole ("Beneficiary"), an individual who has been determined to be disabled by the Social Security Administration in accordance with the requirements set forth in 42 U.S.C. §1382c(a)(3). In the event that the Grantor is not the Beneficiary, the Grantor declares that he or she has legal authority to transfer the Beneficiary's funds for the purpose of funding the sub-account.

Once agreed to by the parties as evidenced by the signing of this Joinder Agreement, the sub-account is irrevocable but is subject to amendment in accordance with the terms of the Trust. Notwithstanding anything to the contrary written in this Joinder Agreement, all terms and conditions of the Trust and any future amendments to the Trust shall apply to the administration of the Beneficiary's sub-account.

ARTICLE 2

Distributions from Trust Sub-Account During Life of Beneficiary

The sub-account may only be funded with cash assets and assignable income of the Beneficiary, and the Grantor shall have no further interest in and relinquishes and releases all rights of control over and all incidents of ownership in the contributed assets and any income generated by the contributed assets. The Trust does not accept non-cash assets or real property.

It is the duty of the Trustee to make distributions for the sole benefit of each beneficiary. Sole benefit is a legal term defined by the Social Security Administration and the Trustee shall ensure that all distributions are in keeping with applicable laws and regulations defining the sole benefit provisions.

Distributions from the Beneficiary's sub-account may be made during the life of the Beneficiary in accordance with the Trust provisions, and also as follows:

- (a) Funding. Once funded, the Trustee may accept future contributions which are owned by the Beneficiary. The Trustee may not accept additional funds payable to the sub-account after the Grantor reaches the age of 65 unless the Social Security Administration or state law permits such funding without creating a transfer of asset penalty imposed by a government agency which results in a loss of benefits for the Beneficiary.
- (b) Pooled Investments. The sub-account shall be pooled for investment and management purposes.
- (c) Sole Benefit. While the Beneficiary is living, the sub-account will be administered solely for the benefit of the Beneficiary.
- (d) Care Plan. The Grantor shall provide the Trustee with a personalized care plan for the Beneficiary. When reviewing a distribution request from the Beneficiary's sub-account, the Trustee will consider the care plan and any letter of intent accompanying this Joinder Agreement.
- (e) Distributions during Lifetime of Beneficiary. Any nonsupport items that are needed for maintaining the Beneficiary's health, safety, and welfare may be provided to or for the Beneficiary when, in the sole and absolute judgment of the Trustee, such needs are not being met by government assistance or from other resources available to the Beneficiary.
- (f) Disbursements Prior to Request. Disbursements for expenses incurred prior to 90 days of a submission of a disbursement request form shall not be paid.
- (g) Trustee's Sole & Absolute Discretion. The Grantor recognizes that all distributions from a sub-account are at the Trustee's sole and absolute discretion and that he or she has no right to compel any distribution from the Trustee.
- (h) Government Assistance Notice.

(1) The Beneficiary, or the Beneficiary's legal representative, agrees to notify the Trustee whenever the Beneficiary:

- (i) Applies for government assistance;

- (ii) Has an application for government assistance approved;
 - (iii) Has an application for government assistance denied; or
 - (iv) Has government assistance terminated.
- (2) Notice under this Agreement must be made in writing, to the Trustee via U.S. Mail to such address as the Trustee may designate; by facsimile; or via email. The Beneficiary, or the Beneficiary's legal representative, must supply supporting documentation of the changes within ten (10) days of the event requiring notice.
- (3) The Trustee shall not be held liable for making disbursements which result in a reduction of government assistance, a termination of government assistance, or ineligibility for government assistance when the Trustee did not have actual notice of such government assistance, or other circumstances giving rise to such termination, reduction, or ineligibility, at the time such disbursements were requested or made. If a Beneficiary or Beneficiary's representative waives such liability in a signed writing as a condition to receiving a disqualifying distribution, the Trustee shall likewise not be held liable for the results of the distribution.
- (i) Hiring of Consultants. Under the provisions of Article 10 of the Trust Agreement, payments may be made to attorneys or professionals deemed necessary by the Trustee to assist in the administration of the Trust Agreement and sub-trust accounts. The Grantor recognizes that if incurred, such expenses shall be considered to be a proper expense of the Trust and may be apportioned on a pro rata basis to all Trust sub-accounts or charged only against the sub-account about which the Trustee seeks such advice or assistance.

ARTICLE 3

Application for Public Benefits

The Trustee shall not be responsible for applying for public benefits on behalf of the beneficiary.

ARTICLE 4

Distributions upon the Beneficiary's Death

Any assets that remain in the Beneficiary's sub-account at the Beneficiary's death shall be retained by the Trust or otherwise administered as set forth in the Trust Agreement and/or as directed in this Joinder Agreement.

ARTICLE 5
Trustee Compensation

The Trustee shall be entitled to compensation for its services according to its published fee schedule in effect at the time services are rendered by the Trustee. Fees and compensation paid to the Trustees are not refundable and are earned when paid. Fees which are not paid in advance may be a charge to the Beneficiary's sub-account.

ARTICLE 6
Miscellaneous Provisions

- (a) Indemnification. The Grantor agrees to indemnify and hold harmless the Trustee, its agents and employees, for actions taken on behalf of the Beneficiary so long as the Trustee acted reasonably and in good faith. Grantor recognizes and acknowledges that the ongoing and changing nature of laws, regulations, policies and procedures relating to government assistance programs cannot be predicted.
- (b) Tax Treatment. The Grantor acknowledges that the Trustee has made no representations to the Grantor regarding the tax implications of the funding of the Trust or later tax consequences. The Trustee recommends that the Grantor consult with a tax professional before entering into this agreement. The Trust sub-account income, whether paid in cash or distributed in other property, may be taxable to the Beneficiary subject to applicable exemptions and deductions. The Beneficiary (or his or her legal representative) is encouraged to obtain advice from a qualified tax professional. Annual tax returns, if required, will be prepared by a certified public accountant. Preparation fee and any related tax liability will be billed to the trust.
- (c) Governing Law. This Agreement is created in and shall be construed under the laws of the state of Texas.
- (d) Change of Circumstances. The Grantor must provide complete and accurate information regarding the Grantor and the Beneficiary at all times, including but not limited to any change in circumstances that might affect the Beneficiary, the Trust, this Joinder Agreement and/or the duties of the Trustee as those duties pertain to the Beneficiary. It is the responsibility of the Beneficiary or his or her legal representative to report changes (in benefits, contact information, and the death of a Beneficiary) to the Grantor and to any government program as required by law. Grantor acknowledges that the Trustee will administer the Trust for the Beneficiary based on information that the Grantor provides.

- (e) Agreement Constitutes Entire Understanding Between Parties. This Agreement, together with attached Exhibits and any Addendums to this Agreement constitute the entire agreement between the parties.
- (f) Potential Conflict of Interest. Grantor acknowledges that there may be a potential conflict of interest in the administration of the Trust upon the death of the Beneficiary. The Legacy Enhancement Master Pooled Trust may have an interest in retaining funds in the sub-account for the benefit of other beneficiaries and in the administration of the Master Trust.
- (g) Opportunity to Seek Legal Counsel. The Grantor hereby acknowledges that the Grantor has reviewed this Agreement and fully understands its terms; has been advised to, and has been given the opportunity to, seek the advice of independent legal counsel concerning this Agreement; agrees to be bound by the terms of this Agreement; and is not executing this Agreement because of any promises, covenants or representations other than those contained in this Agreement and the Trust.
- (h) Severability. The invalidity or unenforceability of any provision of this Agreement, in any jurisdiction shall in no way impair, affect or prejudice the validity or enforceability of the remainder of this Agreement in that jurisdiction.
- (i) Headings. The headings, titles, and subtitles within this Joinder Agreement are for reference purposes and not intended to guide any construction of this document.
- (j) Account Closure. In the event that a Beneficiary has a zero (\$0) account balance for ninety (90) or more consecutive days, the Trustee, in its sole discretion, retains the right to close the Beneficiary's sub-account. The Trustee may continue to charge administrative fees for the management of the sub-account prior to its closure. In the event that a Beneficiary wishes to re-open a sub-account, the Beneficiary may be required to pay any outstanding administrative fees. Additionally, the Beneficiary may, in the Trustee's sole and absolute discretion, be required to pay a new enrollment fee when re-opening the sub-account.

The Grantor acknowledges that he or she has been provided with a copy of the Master Trust Agreement, and that he or she is entering into this agreement voluntary and without coercion.

IN WITNESS WHEREOF, the undersigned Grantor has signed this Agreement on this ____ day of _____, _____, and the Trustee has accepted and signed this Agreement on this ____ day of _____, _____.

GRANTOR'S SIGNATURE

Grantor Signature

Ryan C. Cole

Grantor Print Name

Address: _____

By: _____

Print Name: Christian Bruns, Legacy Enhancement Trust

Address:

Legacy Enhancement
2020 Beaver Ave, Suite 206
Monaca, PA 15061

Exhibit “A”
DECLARATION OF TRUST

Exhibit "B"
JOINDER AGREEMENT:
GRANTOR AND BENEFICIARY INFORMATION

Name of Grantor: ☒ Mr. / ☐ Ms. Ryan C. Cole

Home Address: [REDACTED]

City: [REDACTED]

Contact Phone Number: [REDACTED]

Email Address: [REDACTED]

Social Security #: [REDACTED]

Date of Birth: [REDACTED]

If the Grantor is not also the Beneficiary, please identify the legal relationship of the Grantor to the Beneficiary: (e.g. parent, spouse, guardian, attorney-in-fact under a Durable Power of Attorney) NA

Beneficiary Information

(please complete only if the Beneficiary is not also the Grantor)

Beneficiary Name: ☐ Mr. / ☐ Ms. _____

Present Address: _____

☐ Own

☐ Rent

☐ Lives with family, no rent

City: _____ State: _____ Zip: _____

Contact Phone Number: _____

Social Security #: _____

Date of Birth: _____

Place of Birth: _____

Medicaid Number (if any): _____

Medicare Number (if any): _____

Name of Primary Care Physician: _____

Name(s) and specialty areas of other physicians who are seen on a regular basis:

If the Beneficiary is a Minor, please provide:

Mother's Name: _____ SS# _____

Address: _____

Father's Name: _____ SS# _____

Address: _____

If the Beneficiary has a legal representative (such as a legal guardian, conservator, representative payee, power of attorney or other agent) please provide the following information (*if contact information has already been provided above, please indicate and it's not necessary to duplicate that information*)

Name of Legal Representative: ☐ Mr. / ☒ Ms. Karen Cole

City: _____ State: _____ Zip: _____

Contact Phone Number: _____

Email Address: _____

Relationship: Mother / Representative Payee

If guardian (or co-guardians), date of court appointment: NA

Mark all that are applicable*:

- ☐ Guardian of the estate/Conservator
- ☐ Guardian of the person
- ☐ Plenary Guardian

**Please attach the court orders naming the guardian(s) and his or her authority*

What is/are the Beneficiary's disabilities and level of functioning?

Traumatic Brain Injury; left side hemiparesis; Seizures; Impaired Executive and right hemispheric functions; Impaired gait and balance

If known, what is the Beneficiary's Prognosis?

Does the Beneficiary drive?

☐ YES

☒ NO

If so, please provide name of insurance company: _____

Policy number: _____

Is the Beneficiary married?

☐ YES

☒ NO

If yes, please provide the spouse's name: _____

Does the Beneficiary have minor children?

☐ YES

☒ NO

If yes, please provide their names and dates of birth:

Does the Beneficiary have adult children?

☐ YES

☒ NO

If yes, please provide their names and dates of birth:

Does the Beneficiary have any children with disabilities? ☐ YES

☒ NO

If so, what is the name and age of the child and the nature of the disability?

Does the Beneficiary pay child support?

☐ YES

☒ NO

If so, please attach a copy of the court order.

Does the Beneficiary currently pay alimony?

☐ YES

☒ NO

If so, please attach a copy of the court order.

Does the beneficiary have a Will?

☐ YES. Date of will: _____

☒ NO

Has the beneficiary signed a Durable Power of Attorney which names an agent to handle his or her business matters and finances in the event of incapacity?

☐ YES

☒ NO

If so, what is the name of Agent (and alternate agent, if any):

Does the beneficiary have a Medical Power of Attorney (a/k/a Health Care Directive)? ☐ YES

If so, who is named as the medical decision maker in the event of incapacity?

Has the beneficiary completed a Supported Decision Making document? ☐ YES

If so, name of decision maker:

Does the beneficiary have an ABLE account? ☐ YES

If so, please provide details regarding the State in which the account is supervised, the Current balance and financial institution(s) in which the funds are held.

According to Article 7 of the Master Pooled Trust Agreement, upon the death of the beneficiary, funds remaining in the sub-account may be retained by the Master Pooled Trust for charitable purposes, or used to repay the State Medicaid agency(ies) in any state in which the beneficiary has received Medicaid benefits, up to an amount equal to the total amount of medical assistance paid on behalf of the beneficiary under the State Medicaid plan.

Shall the remaining balance of the trust be retained for charitable purposes?

☐ YES

☒ NO

If no, and if there are funds remaining in the sub-account after the Medicaid repayment, the beneficiary directs that any remaining funds shall be paid to:

Name:

Address:

Percentage of funds:

**In the event that the beneficiary has signed a Last Will and Testament, any remaining funds shall be distributed in accordance with the terms of the Last Will and Testament.*

Government Assistance

Please indicate all forms of government assistance that the Beneficiary receives or is applying for and the amounts received per month (if applicable). You must attach a copy of the award notice from Social Security or the State Medicaid agency so that distributions can be made without jeopardizing benefits.

Social Security Disability Insurance (SSDI): ☐ YES ☒ NO Amount: \$ _____

Disabled Adult Child (DAC) or
Childhood Disability Benefits (CDB): ☐ YES ☒ NO Amount: \$ _____

Note: DAC and CDB benefits are paid if a parent is disabled, retired or has died, the beneficiary's disability began prior to age 22, and the Beneficiary does not have sufficient work history to collect SSDI on his or her own earnings.

Supplemental Security Income (SSI): ☒ YES ☐ NO Amount: \$ 

Social Security Retirement: ☐ YES ☒ NO Amount: \$ _____

Medicaid Programs

*Medicaid programs have different names in different states
Identify the program(s) as best you can.*

Institutional Care Program (ICP) or Statewide
Medicaid Managed Care Program for Long Term
Care (SMMC-LTC) (Nursing Home and LTC): ☐ YES ☒ NO ☐ APPLYING

Home or Community Based Medicaid Programs: ☐ YES ☒ NO ☐ APPLYING

PACE: ☐ YES ☒ NO ☐ APPLYING

Medically Needy Program: ☐ YES ☒ NO ☐ APPLYING

Statewide Medicaid Managed Care Managed
Medical Assistance (SMMC-MMA): ☒ YES ☐ NO ☐ APPLYING

Optional State Supplementation (OSS): ☐ YES ☒ NO ☐ APPLYING

Home Care for the Elderly & Disabled (HCE/DA): ☐ YES ☒ NO ☐ APPLYING

Food Stamps (SNAP): ☒ YES ☐ NO ☐ APPLYING

Child Health Insurance Program (CHIP): ☐ YES ☒ NO ☐ APPLYING

State Agency for Persons with Disabilities ☐ YES ☒ NO ☐ APPLYING

Veteran's Benefits: ☐ YES ☒ NO ☐ APPLYING

Low Income Housing: ☐ YES ☒ NO ☐ APPLYING

Qualified Medicare Beneficiaries (QMB),
Special Low-Income Medicare Beneficiaries
(SLMB) or Qualifying Individuals 1 (QI1) ☐ YES ☒ NO ☐ APPLYING

List any other government assistance that the Beneficiary receives or for which an application
has been made: NA

List all forms of government assistance (including Medicaid or other assistance programs in any
state) which have been denied or discontinued to the Beneficiary, including the approximate
dates and reason (if known):

NA

Insurance Information

If the Beneficiary is covered under any policy of health care insurance other than Medicaid,
please provide the following:

Insuring Company:

Anthem Blue Cross Blue Shield

Policy Number:

Is this coverage through an employed parent which will continue until the Beneficiary reaches
the age of 26? ☒ YES ☐ NO

If the Beneficiary is covered under any prepaid funeral or burial policy or insurance, please
provide the following:

Company:

NA

Address:

Policy Number:

Your Attorney

Name:

☒ Mr. / ☐ Ms. Chris Ayres

Address:

8140 Walnut Hill Lane, Suite 830
Dallas, TX 75231

Phone Number:

972-991-2222

Email: csayres@ayreslawoffice.com

Exhibit "C"
**DESIRES OF GRANTOR FOR TYPES OF DISTRIBUTIONS
FROM THE TRUST SUB-ACCOUNT**

Please be as thorough as possible when completing this section.
This information is very important when authorizing requests for distributions.

A) How would you like to see money in the Beneficiary's sub-account used to improve the Beneficiary's quality of life? What type of entertainment and activities does the Beneficiary enjoy?

Please note that you will NOT be limited to only those items or services listed here.

- ☒ Education
- ☒ Transportation
- ☒ Clothing
- ☒ Eye or Dental Care
- ☒ Technology
- ☒ Other: Music, travel, gardening, fishing, camping, antique radios

B) Please provide the names and addresses of anyone who can be consulted when reviewing the Beneficiary's supplemental needs and/or updating a care plan when the review and update would be helpful in making determinations regarding distributions from the sub-account. Examples might include family members, guardians, friends, a care manager, or a care management company. *Please indicate whether you would like for each person to be able to request distributions. Note: having too many people permitted to request distributions can cause communication problems and may delay distribution.*

Name:

Randall + Karen Cole

Address:



Telephone:

Relationship:

Parents

Able to request distributions:

☒ YES

☐ NO

**Grantor may add or remove the above-named individuals at any time by
written notice to Legacy Enhancement at address or email account provided.**

Exhibit “D”
Proof of Grantor’s Status to Establish
Trust on Behalf of Beneficiary

Under current law, only the Beneficiary, or the Beneficiary’s agent under a power of attorney, parents, grandparents, legal guardian, or a court may establish the Trust on behalf of the Beneficiary. If you are anyone other than the Beneficiary, then please include documents that verify that you fall within one of these permissible categories.

**ALL GRANTORS MUST PROVIDE A PHOTOCOPY OF THEIR DRIVER’S LICENSE OR
OTHER PHOTO IDENTIFICATION**

In addition to the Grantor’s photo I.D., the list below illustrates the types of documents that must be submitted to establish the Grantor’s relationship to the Beneficiary or the status to contribute to the Trust.

- | | |
|--------------------------------|---|
| 1. Beneficiary as the Grantor. | Photo I.D. |
| 2. Parent(s) as Grantors. | Include a copy of your son or daughter’s birth certificate. |
| 3. Grandparent(s) as Grantors. | Include a copy of your son or daughter’s birth certificate and a copy of your grandchild’s birth certificate. |
| 4. Legal Guardian as Grantor. | Include a copy of your Letters of Guardianship and a copy of the Court Order authorizing you to sign the Joinder Agreement. |
| 5. Court as Grantor. | Include a copy of the Court Order requiring (not authorizing) the establishment of the Trust account. |
| 6. Power of Attorney | If the Grantor has a Power of Attorney for the Beneficiary please provide a copy of the Power of Attorney. |

The documents listed above are examples only. Any document that clearly establishes the Grantor’s relationship to the Beneficiary, and the status to establish the Trust on behalf of the Beneficiary, will be sufficient.

Exhibit “E”
TRUST FEES AND PROCEDURES

1. Enrollment Fee. There is a one-time \$1,000 enrollment fee for sub-accounts with an initial balance of \$10,000 or more; a \$1,500 enrollment fee for sub-accounts with an initial balance of \$20,000 or more. Enrollment fees will be deducted from the initial deposit.
2. Administrative Fee. The account will be charged an annual administrative fee, of 1.95%, payable in advance.
3. Final Distribution. To the extent that any surplus sub-account property is not retained by the Trust, such property must be distributed to each and every State in which the Beneficiary received government assistance in the form of Medicaid, to the extent of the total medical assistance paid by all of the States on the Beneficiary’s behalf during the Beneficiary’s lifetime. In the event that the beneficiary received Medicaid benefits in more than one state and there are not sufficient funds to payback each state, the distribution to the States will be made on a pro rata basis. Any costs associated with the process will be billed to the Beneficiary’s Trust sub-account.
4. Completing the Application Process. Mail the completed Joinder Agreement along with any checks to deposit into the Beneficiary’s account to:

Legacy Enhancement Pooled Trust
2020 Beaver Ave
Suite 206
Monaca, PA 15061

Exhibit “F”
ATTACHMENTS

If applicable, attached are copies of the Beneficiary’s:

- ☒ Benefit Eligibility Letters (federal and state)
- ☒ Benefit Eligibility Card
- ☒ State Driver’s License/ID Card
- ☒ Birth Certificate and/or Passport
- ☐ Letters of Guardianship and Court Order authorizing you to sign Joinder Agreement
- ☐ Court Order requiring the establishment of the Trust account.
- ☐ Power of Attorney for the Beneficiary (if Grantor has a Power of Attorney)
- ☐ Medical Power of Attorney/Health Care Directive/Living Will
- ☐ Other: